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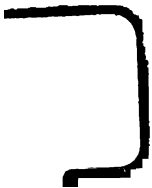
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**TO ESTABLISH STANDARD WEIGHTS AND MEASURES  
FOR FLOUR, MEAL, AND FEED**

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**HEARINGS**

**BEFORE**

U. S. Congress, House.

**THE COMMITTEE ON  
COINAGE, WEIGHTS, AND MEASURES**

**HOUSE OF REPRESENTATIVES**

**SIXTY-FIFTH CONGRESS**

**SECOND SESSION**

**ON**

**H. R. 10957**

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**APRIL 16, 1918**



**WASHINGTON  
GOVERNMENT PRINTING OFFICE  
1918**

COMMITTEE ON COINAGE, WEIGHTS, AND MEASURES.

HOUSE OF REPRESENTATIVES.

SIXTY-FIFTH CONGRESS.

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WILLIAM A. ASHBROOK, Ohio, *Chairman*.

JAMES L. SLAYDEN, Texas.

LADISLAS LAZARO, Louisiana.

J. CHARLES LINTHICUM, Maryland.

WILLIAM J. SEARS, Florida.

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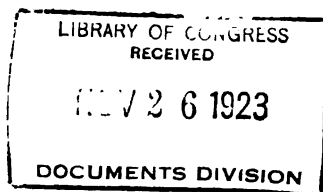
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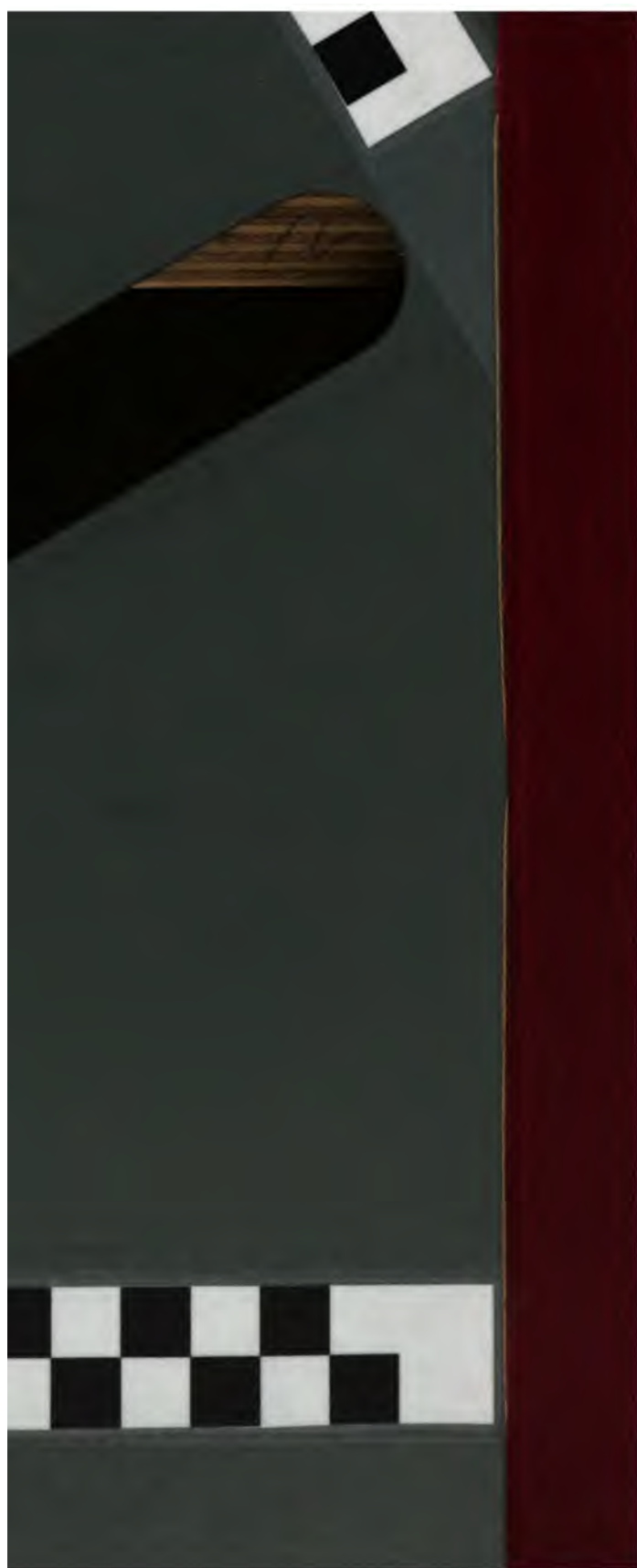
JOHN M. ROSE, Pennsylvania.

JOHN F. MILLER, Washington.

LOUIS B. GOODALL, Maine.

J. KUHIO KALANIANA'OLE, Hawaii.





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**Mr. HOLBROOK.** The list would comprise, I think, more than half the States in the country. Less than half of the States have adopted a standard for the flour barrel.

Now, the history of this bill as we know it is that the Federal Trade Commission started to investigate this matter from the standpoint of unfair competition. They said it was impossible for millers in States requiring the bagging of the flour in a 49-pound sack to compete with other States where the 48-pound sack and the 46-pound sack and other sacks were allowed in intrastate commerce.

It was impossible, they said, for these things to be sold side by side, and they proposed this bill substantially in its present form. The bureau demurred a little at first toward changing the size of the flour barrel on the ground that the standard barrel law fixing the standard barrel for fruit, vegetables, and other dry commodities did take the dimensions of the present flour barrel as a basis for standardization, in order to obtain, as far as possible, a uniform standard barrel through the United States, and we feared that if the flour barrel were changed to 200 pounds, as this bill does change it, it would destroy the standard that now exists between the flour barrel and the fruit barrel; but the millers of the country made investigations, and declared that 200 pounds of flour could be put in the present container, and would involve no change in the size of the container at all; that 196 pounds did not entirely fill the barrel of the present over-all dimensions; and they made an investigation with the remaining packages also, and found that the over-all size packages would not have to be changed, but simply a slightly greater weight put in them. This increase in weight is of course 2 per cent.

When those statements were made to us we were thoroughly in favor of the remainder of the bill, inasmuch as we believe that it sets up a proper standard for these commodities throughout the country.

I might say that this bill has been indorsed by the Seventh Annual Conference of Weights and Measures Officials of Indiana, and by the State sealer of Minnesota, where a very large amount of flour is packed, and also by the State sealer of Wisconsin.

**Mr. ROSE.** Does not the department consider that the doing away with these fractional parts will be an advantage all over the country—these quarters and halves?

**Mr. HOLBROOK.** The fractional parts remain, of course, but they become even units. The half barrel becomes 100 weight, the quarter barrel becomes 50 pounds, the eighth barrel becomes 25 pounds, and then from that point on we have the 10, 5, 4, 2, and 1.

**Mr. ROSE.** You eliminate all fractions in this bill?

**Mr. HOLBROOK.** Yes; that is the very point. You eliminate the  $24\frac{1}{2}$  and the  $12\frac{1}{2}$  packages, which were never understood; that is, people do not grasp the meaning of those units, in addition, of course, to the fact that a great many States eliminate those units altogether, simply cut them out, drop the half pound and quarter pound, and drop the dual standard and the triple standard that I have been talking about.

**Mr. ROSE.** That would make it uniform all over the country?

**Mr. HOLBROOK.** That would make it uniform throughout the United States.

I think that is all the bureau has to say about it, in view of the fact that Mr. Husband, the secretary of the National Millers' Federation, and one of his committee is present to talk about the bill, as it would affect the trade.

The CHAIRMAN. We would be very glad to hear from Mr. Husband.

**STATEMENT OF MR. A. P. HUSBAND, SECRETARY MILLERS' NATIONAL FEDERATION, ROYAL INSURANCE BUILDING, CHICAGO, ILL.**

The CHAIRMAN. Just give your name and position.

Mr. HUSBAND. Mr. Chairman, my name is A. P. Husband, and I am secretary of the Millers' National Federation, with headquarters at Chicago. We have a membership of about 1,300 flour millers, whose places of business are scattered over 33 States. For the information of the committee, without reading it, I will file with the clerk a list of our officers and 31 directors, which directors are elected with the idea of representing the various territories which represent our membership.

(The matter referred to is as follows:)

**MILLERS' NATIONAL FEDERATION.**

*Officers.*—Fred J. Lingham, president Federal Milling Co., Lockport, N. Y.; E. M. Kelly, vice president Liberty Mills, Nashville, Tenn.; A. L. Goetzmann, vice president Listman Mill Co., La Crosse, Wis.; A. P. Husband, secretary, Chicago, Ill.; Frank B. Rice, treasurer Star & Crescent Milling Co., Chicago, Ill.; F. H. Price, export agent, 82 Beaver Street, New York City, N. Y.; Frank F. Reed and Edward S. Rogers, official counsel, Chicago, Ill.

*Directors.*—Chauncy Abbott, Wells-Abbott-Nieman Co., Schuyler, Nebr.; Henry M. Allen, Allen & Wheeler Co., Troy, Ohio; Charles T. Ballard, Ballard & Ballard Co., Louisville, Ky.; T. S. Blish, Blish Milling Co., Seymour, Ind.; William G. Crocker, Washburn-Crosby Co., Minneapolis, Minn.; Guy W. Everett, Everett, Aughenbaugh & Co., Waseca, Minn.; A. L. Goetzmann, Listman Mill Co., La Crosse, Wis.; J. L. Grigg, Eagle Milling Co., Sparta, Ill.; C. M. Hardenbergh, Southwestern Milling Co., Kansas City, Mo.; W. L. Harvey, New Prague Flouring Mill Co., New Prague, Minn.; H. S. Helm, Russell-Miller Milling Co., Minneapolis, Minn.; J. B. Hupp, Kansas Flour Mills Co., Wichita, Kans.; C. B. Jenkins, Noblesville Milling Co., Noblesville, Ind.; E. M. Kelly, Liberty Mills, Nashville, Tenn.; Joseph LeCompte, Lexington Roller Mills, Lexington, Ky.; George H. Ledbetter, Clarkfield Roller Mills, Clarkfield, Minn.; A. C. Loring, Pillsbury Flour Mills Co., Minneapolis, Minn.; B. W. Marr, Gwinn Milling Co., Columbus, Ohio; S. B. McNear, Sperry Flour Co., San Francisco, Cal.; A. Mennel, Mennel Milling Co., Toledo, Ohio; George S. Milnor, Sparks Milling Co., Alton, Ill.; Thomas L. Moore, Dunlop Mills, Richmond, Va.; W. L. Phelps, Star & Crescent Milling Co., Chicago, Ill.; E. S. Rea, Rea-Patterson Milling Co., Coffeyville, Kans.; Charles L. Roos, Hunter Milling Co., Wellington, Kans.; Fred O. Shane, Shane Bros. & Wilson Co., Philadelphia, Pa.; B. B. Sheffield, Big Diamond Mills Co., Minneapolis, Minn.; George G. Sohlberg, Acme Milling Co., Oklahoma City, Okla.; Maj. Walter Stern, Bernhard Stern & Sons, Milwaukee, Wis.; D. E. Stott, David Stott Flour Mills, Detroit, Mich.; George Urban, jr., The George Urban Milling Co., Buffalo, N. Y.

Mr. HUSBAND. The principle of the decimal system has been something that the better class of millers have been anxious for for some time. The principle of it was indorsed at the semiannual meeting of the federation last October, and on last Friday at the annual meeting the bill as it was presented, with some slight changes about which I will speak later, was indorsed. I also understand that it was indorsed at a meeting last Thursday by the Southwestern Millers'



League, composed of the millers in Kansas, Nebraska, Oklahoma, Colorado, and Texas. I have no authority to represent those gentlemen, but I understood that that was done.

There is, I understand, a great diversity in the State laws, as Mr. Holbrook has intimated, and, Mr. Chairman, if the committee would be interested to see how different those laws are I should be glad to review them very briefly—that is, the weight features of the various statutes—so that you may see how it does work a discrimination in some States against millers outside of those States who wish to do business in the State.

The CHAIRMAN. I think the committee would be very glad to hear that.

Mr. HUSBAND. I feel also that we might as well call things by their right names and say that the buyer is the victim, because it is quite the usual thing for a woman or man in very many districts to go in and ask for 100 pounds of flour, or 50 pounds of flour, or 25 pounds of flour. They do not get it. They get 98 pounds of flour when they ask for 100, which is half a barrel. In some States they get 49 pounds when they ask for a quarter barrel, and in other States they get 48; and when they get down to the  $24\frac{1}{2}$  and the  $12\frac{1}{2}$  they are given a 24 and a 12. Gentlemen, you must appreciate that that is regulated by the law in a number of the States. I think perhaps my own State of Illinois has the most peculiar situation. I am reading from a pamphlet on weights and measures secured from the secretary of state, section 9 of which reads:

Whenever any of the following articles shall be contracted for, or sold, or delivered, and when no special contract or agreement shall be made to the contrary, the weight per bushel or barrel or divisible merchantable quantities of a bushel or barrel shall be as follows.

Then it prescribes 196 pounds and the proper half, quarter, and eighth. But perhaps it would impress it upon you if we were to paraphrase that a little bit and say that a yard in the State of Illinois would be 36 inches, and a half yard, except by special agreement or contract between the buyer and seller, 18 inches, and the quarter yard 9 inches, or 8 inches, or whatever it might be. In other words, it is left by this provision so that the buyer and seller can agree to make 48 pounds a quarter-barrel sack in the State of Illinois and make 24 pounds an eighth-barrel sack and 12 pounds a sixteenth-barrel sack. Of course, the law states that the barrel shall be 196 pounds and then provides the proper divisible fractions, but you can readily understand, with such latitude as that, that there is very little flour sold in Illinois that is bagged by the Illinois miller that contains more than 48 pounds for a quarter, 24 pounds for an eighth, and 12 pounds for a sixteenth, and at the present price of about 5 cents per pound it means a difference of 20 cents a barrel. A man on the inside familiar with the local State law has a very distinct advantage over the man on the outside who wants to ship flour into the State, which, of course, is desirable in this country. The business man, say in Minnesota or Wisconsin, both of which have sound laws on weights, prescribing the proper fractions of a barrel, may not be informed as to the Illinois law, and when he undertakes to compete in that State he finds himself for some reason 20 cents out of the way, and in the long run, as I say, the consumer pays the freight. I do not think the consumer, one time

out of fifty perhaps, knows that he is buying a 48-pound sack of flour or a 24-pound sack of flour. He just goes in and asks for a sack of flour, and it is given to him.

The CHAIRMAN. It is stamped on the sack, however, how many pounds it contains?

Mr. HUSBAND. Yes, sir; the weight is stamped on the sack. But I think you gentlemen will all realize that the victim of such things as this is the poor fellow who perhaps can not read very well and who does not know what is coming to him and can least afford to pay the bill.

The CHAIRMAN. Is it not true that the consumer has learned that he is at the mercy of the merchant and accepts what he is given and is glad to get it?

Mr. HUSBAND. Mr. Chairman, I do not know. Just at this time flour is becoming a commodity about which a few questions are being asked, but it is amazing how little the average buyer knows about such matters. The groceryman knows, the jobber knows, as evidenced by the fact in our State of his making arrangements with the miller to bag these 24 and 48 pound sacks, instead of the regulation sizes.

Let me direct your attention to North Carolina. Their law provides as follows:

SECTION 1. That the standard weight of a bushel of corn meal, whether bolted or unbolted, shall be forty-eight pounds.

SEC. 2. It shall be unlawful for any person or persons to pack for sale, sell, or offer for sale in this State corn meal, except in packages containing by standard weight one-eighth bushel, one-fourth bushel, one-half bushel, one bushel, one and one-half bushels, or two bushels. The weight of the meal, and whether the same is bolted or unbolted, shall be plainly stated on the outside of the package.

SEC. 3. It shall be unlawful for any person or persons to pack for sale, sell, or offer for sale in this State flour, except in packages containing by standard weight twelve pounds, twenty-four pounds, forty-eight pounds, ninety-eight pounds, or one hundred and ninety-six pounds of flour, with the weight plainly stated on the outside of the package: *Provided*, That sections one and two of the act shall not apply to the retailing of meal or flour direct to customers from bulk, when the same is priced and delivered by actual weight or measure.

Here is the South Carolina regulation:

REGULATION 8. In section one of the act the standard weight of flour is fixed at one hundred and ninety-six pounds per barrel. Exercising the authority given by section four, the following subdivisions and regulation of sizes of packages of flour will govern in South Carolina. All of the other provisions in relation to marking of weights upon the package, and so forth, given in regulation six as to meal, apply also in the case of flour:

Barrel, in wood, one hundred and ninety-six pounds; half barrel, in wood, ninety-eight pounds; barrel, in sacks, one hundred and ninety-two pounds; half barrel, in sacks, ninety-six pounds.

And then it runs down to the thirty-second of a barrel in sacks, 6 pounds.

Virginia regulates its packages of meal on the bushel basis, while its flour packages are regulated on the basis of 196 pounds to the barrel, and then comes down to 98, 48, 24, 12, and 6. Mr. Thomas L. Moore, of the Dunlop Mills, Richmond, Va., is here, and can tell you more definitely how that works out in actual operation in that State.

Tennessee has 196, 98, 48, 24, and 12 pounds.

Texas has 196, 98, 48, 24, and 12 pounds. With corn meal they prescribe a 35-pound package and a 17½-pound package.

Oklahoma has the same as Texas, except they permit 8½ pounds of meal in their packages, but the weight must be shown, of course, in all of these States.

North Dakota divides it into 196, 98, 48, 24, and 12.

Nevada, 196, 98, 49, a proper quarter, and then they break away and go into this abnormal eighth, 24, and a sixteenth of 12.

Nebraska has 196, 98, 48, 24, 12, 6, and 3½ prescribed by law.

Montana makes that break of 196, 98, 49, giving the proper quarter, and then breaking away to an improper eighth of 24 and a 12.

Missouri has 196, 98, 48, and 24.

Kentucky has 196, 98, 48, 24, and 12.

Louisiana has 196, 98, 48, and 24.

Kansas, 98, 48, 24, and 12. and corn meal, 35 pounds and 17½ pounds gross provided for.

Iowa has had formerly the same division of 48, 24, and 12, but, beginning the 1st of January of this year, a revised law went into effect there under which the proper divisions are now legalized. But I have recently seen a letter from the attorney general there, under which I should think that a man could ship into Iowa a 24 or 48 pound package of flour, provided he did not bill it as a sack. The word "sack" appears in their statute, I believe.

Georgia, Florida, and Alabama all have the 98, 48 pound, etc. A number of States are sound on this question—Delaware, Indiana, and Michigan. Michigan provides by law down to 6½, splitting up the sixteenth into a thirty-second. Minnesota provides by custom, New Jersey by custom, and Wisconsin is sound.

Now, gentlemen, I have simply touched upon the wheat-flour end of it and the laws upon the question. As I understand the State laws, there is just as much difference entirely in regard to the corn meal, and there is quite a difference in some of the States with reference to feed, feeding stuffs; some of them not requiring by law that the packages be packed net. A package ordinarily means about a pound. In order that there shall be as little disturbance as possible and that the greatest good shall result from this bill, if passed, which we sincerely hope it will, it is in reference to a package between 100 and 200.

At present a popular package in use by nearly all large bakers and a great number of smaller bakers is a 140-pound sack, the old English 10-stone package. It has been a handy package for both the miller and the baker in that it requires no special calculation, as it breaks seven packages to 140 pounds of flour, being equivalent to 5 bushels. The package is popular because 100 pounds is not a full man's load, either to carry or truck, but 140 pounds is such a package as a man can handle comfortably, and the package itself, the empty package, has had a resale value to a degree which the 100-pound and 98-pound cotton sack has not had. The jute sack—the 140-pound sack is a jute sack—has had a resale value of sufficient amount as to make it a very desirable package for the baker, because he can frequently sell his 140-pound empty jute sack for 6 or 7 cents apiece, the net result being that it reduces the cost of his flour about 10 cents a barrel. If he is careful with his sacks, the sacks can be used over

again. I have heard millers say it was a better sack to bag flour in a second time, because the interstices of the weave were filled in and there was less filtration of flour through it. The 140-pound sack will be continued as an export package. There is no question about that, because the English base their business upon a 280-pound bag, with a 140-pound sack known to them as half a bag.

There are other odd packages which will be necessary to be maintained for export purposes, such as the 50-kilo package, containing about 110 pounds, and the 100-kilo, about 220. Those packages are used in Scandinavian countries, and we hope, after the war is over, we will get back again and secure again that trade which we have built up after very many years of hard work. Those packages, of course, will continue to be maintained, but the 140-pound package, being so popular in this country, the question arises whether it will not be somewhat of a burden on the baker to make him change arbitrarily to a 100-pound package. A 100-pound jute package is not a very popular one, if that could be used. It is a good deal more expensive than cotton ordinarily. If that could be used, that package would have a resale value, but another feature that enters into it is that the baker, in a very great number of cases, has uniformly dealt with the 140-pound package. We will, of course, where we have to, change that into the 100 or 150. Nevertheless, our organization and our committee feel that unless there is some serious objection on the part of this committee, we would like to add the 150-pound sack to the permissible packages, shown in clause 1 of the bill.

There is another feature, and that is the proviso in clause 4. In section 4 there is a proviso there, beginning at line 24, on the bottom of page 2, that provides for the sale in this country, upon license being granted by the Bureau of Standards, of flours and meals bagged in packages which are not permissible under this bill, but which were bagged in accordance with the country to which it was destined. For a number of reasons that flour may have reached seaboard and it is not bought, and it is not possible, perhaps, to ship it. Our committee feels that the proviso there, "and as the result of transportation or other delay," does not cover the case fully. There might be a number of cases—and I can state to you gentlemen now that within the last few months there have been perhaps 100,000 barrels of flour that were sold to Scandinavian buyers and was bagged in odd packages—most of these are in 50 or 100 kilo packages—and after it had left the plants, and some of it after it had reached the seaboard, in the judgment of our Government that flour was not allowed to go forward. Now, there was no transportation delay there, yet under this bill, if a repetition of that situation develops, that flour could not be sold in this country unless you gentlemen will consent to a change in there or an addition of such words as would cover legitimate causes for the flour not having been shipped, such a phrase as "and as the result of transportation or other delays, or for any other cause."

The CHAIRMAN. This bill would not prohibit the sale of flour and meal, etc., in bulk, would it? It is only when in containers.

Mr. HUSBAND. Well, Mr. Chairman, flour could not be sold that way.

The CHAIRMAN. Could not be sold in bulk?

Mr. HUSBAND. No, sir.

The CHAIRMAN. Well, this flour—

Mr. HUSBAND. What was in your mind, please?

The CHAIRMAN. My idea was this, that this relates not only to flour, but to meals and the like.

Mr. HUSBAND. To fertilizer and commercial feedstuffs.

The CHAIRMAN. If these commodities were not in these containers, they could be sold in bulk, in carload lots, or any way, could they not?

Mr. HUSBAND. Well, it could not be transported.

The CHAIRMAN. It could not be transported, but these goods that have been prepared for export trade and were held, could they not be repacked?

Mr. HUSBAND. At great expense; yes, sir. You will understand that that situation would develop in such places as New York City, Philadelphia, Boston, and such places, which, by a peculiar combination of circumstances, are not overburdened with flour mills. It would have to be packed in a flour mill, which would add considerably to the cost of it, to change the packages and repack it. In the first place, there would be the additional cost of the new packages, there would be the cartage to the plant, the labor and the cartage back, which could be overcome by a proper investigation by the Bureau of Standards. If a man had, say, for instance, 1,000 barrels of 100-kilo sacks at New York, and according to the terms of sale the Scandinavian purchaser did not arrange any credit at New York—that was one of the terms of sale—if he did not do that, after a reasonable time our miller would naturally want to dispose of that flour in New York. There is always a ready market for flour in New York. It has to be sold somewhat at a discount, because of the fact that in the case of an unusual package, which in that case it would be, there naturally arises the suspicion that there is something wrong with the flour if it has been packed for export and not shipped.

The CHAIRMAN. I did not anticipate that there would be a large amount of flour that would be liable to this inconvenience you mention.

Mr. HUSBAND. Well, sir, I did not, either, until I got into it. I have spent considerable time down in the Food Administration milling division office in New York, and it is amazing how much of that flour there was that was stopped by the Government and shipment prevented, after it had left the mills and gone to the seaboard.

The CHAIRMAN. That, I presume, has been since the war?

Mr. HUSBAND. That has been since the war.

The CHAIRMAN. After the war is over you would not expect that?

Mr. HUSBAND. It might be. I do not know, sir. We should like to see such a situation as that provided for. You understand it is believed there would be no such situation arise as would enable a man packing in an odd package to resort to the subterfuge to sell it that way, because that package has always sold at a discount.

The CHAIRMAN. There would not be any advantage, there could not be any advantage, in trying to evade this law?

Mr. HUSBAND. Absolutely not. The miller loses every time. In other words, he has to sell spot flour, as we call it. Spot flour is always under suspicion, and especially in sacks of that character. The question naturally comes up, "What is wrong with it?" and

practically these gentlemen are anxious to clear up and save storage on a proposition of that kind, and have been quite willing to accept a price lower than the original price for which they sold it. That is quite the fact.

I had hoped that there would be here to-day Mr. Alphonse Mennel, the dean of the milling business in the United States, who started the decimal system of weights, which was his hobby for a great many years. Mr. Mennel has traveled throughout the country, and all over the world, in fact, and he is thoroughly familiar with this proposition, so far as the millers are concerned, but Mr. Mennel is quite an elderly man, and on account of his ill health was not equal to the task of coming here at this time.

Now, Mr. Chairman, if there are any questions that any members of your committee would like to ask, I would be very glad to answer them.

Mr. ROSE. I would like to go back to the statement you made about the sale of these packages by the merchants to the consumer, and the consumer being the man who was being fleeced. Do you take the position that it is the merchant's fault?

Mr. HUSBAND. That would be going quite some distance, sir. Take our State, for instance. In the State of Illinois, as I read to you, it is possible by agreement or contract between the buyer and the seller to deviate from those standard barrel divisions.

Mr. ROSE. But the merchant in no case bags his flour?

Mr. HUSBAND. Very, very seldom, sir.

Mr. ROSE. That is why I am not willing to place the burden of this blame upon the merchant.

Mr. HUSBAND. I think he is only partly culpable, perhaps. The method of carrying on that kind of transaction is something like this: "Name me a price on 500 barrels in 24's and 48's." See. The miller immediately figures on 192 pounds to the barrel.

Mr. ROSE. And I buy 196, if I am the purchaser; that is, I think I am buying 196?

Mr. HUSBAND. The purchaser, you understand, as I have stated before—I think that most of the buyers, and that is particularly true of the country buyer, go in and want 100 of flour, 50 of flour, or 25 of flour, but so far as that is concerned, they never do get that, even when the law is complied with, when all the laws are complied with, because  $24\frac{1}{2}$  is the legitimate eighth of a barrel, and not 25 pounds. As a matter of fact, in some States, as I read to you, a man could not bag  $24\frac{1}{2}$  pounds, because the statute positively provides that flour shall be sold in no other than the prescribed packages, which are 24 and 48.

Mr. GOODALL. I would like to ask whether in these selling packages they are sold pro rata, on the barrel price of flour?

Mr. HUSBAND. Well, usually the barrel, the wood barrel, is growing very much in disfavor, because it is not an economical package. To most folks it is the most expensive package that there is. Wooden barrels to-day cost money.

Mr. GOODALL. I mean on the barrel basis. Supposing we bought a quarter of a barrel, would we expect to pay for a quarter at the price of a full barrel?

Mr. HUSBAND. No, sir; and the Food Administration has changed the differentials. If you would care to, I would be glad to read these

to you. This is from the back of one of the large milling companies' United States Food Administration milling division uniform sales contracts, under which all of the mills in this country to-day are operating. The basis is the 98-pound cotton or jute sack, the jute sack being popular in some territories, and cotton in others. One hundred and ninety-six pounds, wood, 20 cents over basis; 98 pounds, wood, 60 cents per barrel over basis, because they are packages which are very expensive ones; 140 pounds, jute, same as basis; 96 pounds, cotton, and we are getting away from that proper half barrel, 20 cents under basis; 40 pounds, cotton, 10 cents over basis; 48 pounds, cotton, 10 cents under basis; 24½ pounds, cotton, 20 cents over basis; 24 pounds, cotton, same as basis; 12½ pounds, cotton, 60 cents over basis; 12 pounds, cotton, 30 cents over basis.

Mr. GOODALL. What was running in my mind was whether they have been sold on the same basis. I can understand why they would have to sell a pound package for enough more to cover the extra cost of packing.

Mr. HUSBAND. That is covered by these differentials.

Now, to show how economical the small packages are, and these are based on actual costs, a barrel of flour in 2-pound cotton sacks costs \$2.10 a barrel over a barrel in 98-pound cotton sacks. It is interesting to note in this connection, Mr. Chairman, the large number of sacks which the miller has to carry in order to fill the needs of his trade.

The CHAIRMAN. Let me ask you just to explain a question. What object could there be in having flour packed in 24 and 48 pound sacks, except to take advantage of the consumer?

Mr. HUSBAND. I have never been able to see any other advantage, except in some of the State laws a man does not need to make any excuse, when it is provided for by the State.

The CHAIRMAN. Then upon whom does the blame rest, the merchant or the miller, or both?

Mr. HUSBAND. Well, as I understand it, and I have questioned a very large number of millers about it, it developed out of an almost universal custom in the territories where it finally became a law—that 24-pound, 48-pound, and 12-pound sack. My connection with the business dates back about 26 years, and that situation has always existed in certain territories, and we have—I will say this, that, as far as possible, our national organization has antagonized it and has suggested the standardizing of these State laws at every opportunity, and tried to keep posted, and where the weight laws are the subject of change, we advocate the standard package, and there is nothing philanthropic in our advocacy of that, because it just makes bad competition, we feel, unfair competition, and incidentally the consumer, the buyer, pays for the experience at least.

Is there any other question, Mr. Chairman?

The CHAIRMAN. Has any other member of the committee any questions that he wishes to propound?

Mr. HUSBAND. I might say, Mr. Chairman, that I am not an attorney, and such information as I have given you I have gleaned from copies of pamphlets, etc., that the various secretaries of state of the various States have sent me, and I would be glad, if you have the facilities, if you would confirm those. I would not like to be held responsible for the accuracy of all of them.

Mr. Chairman and gentlemen, I now have the pleasure of introducing to you Mr. Thomas L. Moore, Dunlop Mills, Richmond, Va.

**STATEMENT OF MR. THOMAS L. MOORE, DUNLOP MILLS,  
RICHMOND, VA.**

Mr. MOORE. Mr. Chairman and gentlemen of the committee, I would be very glad indeed to discuss this proposition from the practical standpoint. My business is that of flour and corn meal. We own in Richmond, Va., and are the ancestors to a very great extent of all of the great industrial millers. Our mill in Richmond is one of the oldest, and in its original establishment has been standing now for considerably over a century, in both wheat and ultimately corn meal, because corn meal, you know, came rather later than wheat.

I am going to call your attention to two or three things. In the first place, Mr. Husband has shown you that the so-called short-weight sections of the United States are the so-called most illiterate sections of the United States. It is the section of the United States where we have largely had the negro. Am I right or wrong in that, Mr. Husband, in a broad sense?

Mr. HUSBAND. You are right.

Mr. MOORE. Now, in a general way, the question of weight has grown up, as Mr. Husband has said, on account of the keen competition. There was no State that regulated the size of a package originally. The packages were originally established on the cost of the barrel, the cost of doing the work by hand before machinery was invented, which all added very considerably to the cost of that particular package, and, as one member of your committee showed by his question, he appreciates very fully that the additional cost had to be made up by somebody, and it was made up by lessening the quantity of flour that went into the package.

Mr. GOODALL. That is my idea of what it was done for.

Mr. MOORE. Now, Mr. Husband has shown that in lessening the cost of the package we have, in reality, developed a standard throughout the country that varies widely. I have been with Mr. Mennel ever since he began his original discussion of a decimal standard basis. I contend, and I believe, it is right that a barrel of flour in California, in Maine, in Alabama, or in Virginia should be identically the same measure—as a yard stick or a foot measure should be the same thing. Now, Mr. Husband's figures show you that we have absolutely one standard for a barrel of flour. I have never seen anything recognized anywhere but one standard for a barrel of flour, and that is 196 pounds. That is the standard basis for every State in the Union, as far as my knowledge goes; but, on the other hand, you must bear in mind the fact that the minute you come to a fraction of a barrel, you find that different sections of the country make that fraction practically to suit themselves, which has been the outgrowth originally of the desire to sell a smaller packages at the same cost as the barrel, and all of those attempts have worked themselves into a situation where to-day we have not one standard for the fractions of a barrel, but we have several standards, and those standards differ in different States.

Now, Mr. Husband has given you the particular sections of the country that I am familiar with—that is, the District of Columbia,



where we are sitting to-day, where the standard, gentlemen, is absolutely 196 pounds, with the exact fraction to the fraction of an ounce—whatever that fraction may be—and across the Potomac River you will find the short weight; and, as you go farther South, you will find that short weight practically all through the Southern States, and it follows around the coast, and it goes up through certain sections of the Mississippi River—up through that territory. The millers found competition was keen, and they could not meet it, and they looked into it, and where they found that a man was delivering a 48-pound sack for a quarter, they naturally asked that they be allowed to deliver the same package. A man living in a jurisdiction where the standards are absolutely even fractions of a barrel, can go right across the river and change the entire standard of the fraction, and the result is that it has been, I think, disastrous to the miller. I am looking at it now from the milling standpoint, because that is the point where I feel it. When you touch a man's pocketbook you touch the essential features of business; and, in my judgment, the standardization will be one of the finest things that can possibly be done for the milling business. When I sell a barrel of flour, I want to quote a barrel of flour in competition with anyone else, and I want to know how many pounds of flour is going to be delivered on that sale, and until I do know it, I will never know whether or not the competition is fair. I think that is perfectly plain.

Now, Mr. Husband has called your attention to one thing, the record of the milling division, where the established standards of weight are given. Now, if you will look at that standard of package weight you will find that to-day the United States is living under the very law that we ask you to pass. Through the adjustment of differentials in various-sized packages the milling division has established a uniform standard for a 196-pound barrel of flour throughout the United States, and I tell you gentlemen it is working to perfection, too.

Now, going further with it, the corn-meal division, which is also a branch of that same general division, but is not handled through the same subdivision, made effective on April 1 a standard of weight of 100 pounds as 2 bushels of meal, making 50 pounds as the standard weight of a bushel of meal in the United States during the continuance of the present war. I trust that continuation is not going to be long, but I trust you gentlemen will see that the continuation is perpetual, because that is a movement correct and in the right direction. Now, I do not know what more I can say. I have before me a list of the committee who are present, but I am extremely sorry to say that none of you gentlemen, as I understand it, come from the section of the United States where the short-weight fraction of a barrel is in force. So far as I know, we do no business in Kentucky, West Virginia, Pennsylvania, or Maine, and I understand that those are the sections represented by the gentlemen. Therefore you are living in a section of the United States where, as far as my knowledge goes, the standard fraction is established, so that you are not in competition and know nothing of this short-weight package that is authorized in so many sections of the country.

The CHAIRMAN. You might also include Ohio, too.

Mr. MOORE. And I might include Ohio, too.

Mr. HUSBAND. Kentucky by custom is 98, 48, 24, and 12.

Mr. MOORE. No; Kentucky is not represented, as I understand.

Mr. GOODALL. We are all honest in our States.

Mr. MOORE. We want an absolute 196-pound standard, and exact fractions of a barrel, whatever that fraction may be.

Mr. ROSE. Do you not think it will improve the situation if a barrel of flour is 200 pounds, and these fractional parts, as set forth in this bill, are established? Do you not think it will relieve that situation all over this country?

Mr. MOORE. There is absolutely no question about it. We think a man is entitled to the same weight when he buys a barrel of flour, whether he buys it in quarter or eighth-barrel sacks, and whether he buys it in Maine, Ohio, Illinois, or any other State in this Union.

Now, we have got to bear in mind this fact, and that is that there are certain inheritances that we get from the Old World. We had an ancestry that was shrewd enough to cut out the inheritance of the English pound, shilling, and pence, and give us the decimal basis for our dollar, and if at that time we had done the same thing with our flour standard there never would have been a question raised, but, as Mr. Holbrook has told you, the Bureau of Standards does not seem to know definitely where the standard of 196 pounds came from. They do not undertake to defend it. They simply say it is an arbitrary basis, and it has been in existence so long that custom has authorized it. But they do not say anything more than that, as I understood Mr. Holbrook's statement, and what we want absolutely is to get practically to the same conditions that we have in our currency, and that is a demical basis, and it would simplify figuring, it would simplify selling, it would do away with a lot of other things because of the fact that when a man sells a barrel of flour he will not deliver 4 pounds, or 6, or 8 pounds less.

The CHAIRMAN. Mr. Moore, what you have had to say of course refers entirely to flour and meal. This bill we are considering has also to do with commercial feed stuffs. I would like to ask you whether or not your statements in favor of the 200-pound barrel would apply as well to commercial feed stuffs?

Mr. MOORE. The commercial feeding stuffs generally are handled altogether on the larger unit of the ton basis. It is bought and sold, as far as I know, in a large way, in a commercial way, absolutely on the ton basis. It is, therefore, to-day practically on the basis that we are asking you to put flour on. That is the only difference. Now, where the great distress has come in in mill feed has been this, the fact that there has been no fixed limit as to the size of the package, and the more ignorant classes, negroes and ignorant people wherever you find them, unable to read, and paying very little consideration to what they do read, have accepted the size of the package rather than the figures that were on the package. Just to evidence that we always used to get a bonus for our mill feed when we could make a very light weight brand, so that when a man delivered you a bushel of feed he would give it to you a little bit light in weight, but at the same time the buyer was perfectly satisfied because he got a bushel of feed. If you standardize the package in which mill feed can be sold, you will make a long step toward cutting out the deceiving of the buyer from the fact that the package may purport to contain one weight when it contains another.

**Mr. CHAIRMAN.** Mr. Moore this may not have anything to do with this bill, but I take it that you are a large miller and you do not do custom work?

**Mr. MOORE.** We do absolutely no custom work.

**The CHAIRMAN.** Then you could not speak for the custom millers?

**Mr. MOORE.** I have heard a great deal of it, and I might answer your question if you put it to me.

**The CHAIRMAN.** Well, what I wanted to mention was this: Just a few days ago I received a complaint from one of my constituents in Ohio, protesting against the toll that was being exacted by the miller. If I am able to find his letter I would like to include it in these hearings, for whatever it may be worth, but if I am not mistaken he stated that he was only getting 35 pounds of flour from a bushel of wheat, and he complained very bitterly that so heavy a toll was being taken, and believed that the Congress should enact some law to protect the people who exchange their wheat with the miller for flour.

**Mr. ROSE.** How much in that case does the miller keep?

**The CHAIRMAN.** He keeps the difference between 35 pounds and the weight of a bushel of wheat.

**Mr. HUSBAND.** Mr. Chairman, I think you will find that your correspondent got some wheat with it. There is a regular basis of exchange between these very small country side millers who do that kind of trade. It is regulated in some way by the Food Administration's milling division. They have rules for that trade.

**The CHAIRMAN.** I shall print his letter in these hearings for whatever it may be worth.

**Mr. MOORE.** Mr. Chairman, if what I say is not to be recorded, I would like to say something, but I would rather not put it into the record.

**The CHAIRMAN.** If you object to making a statement for the record, we will be glad to hear you outside of the record.

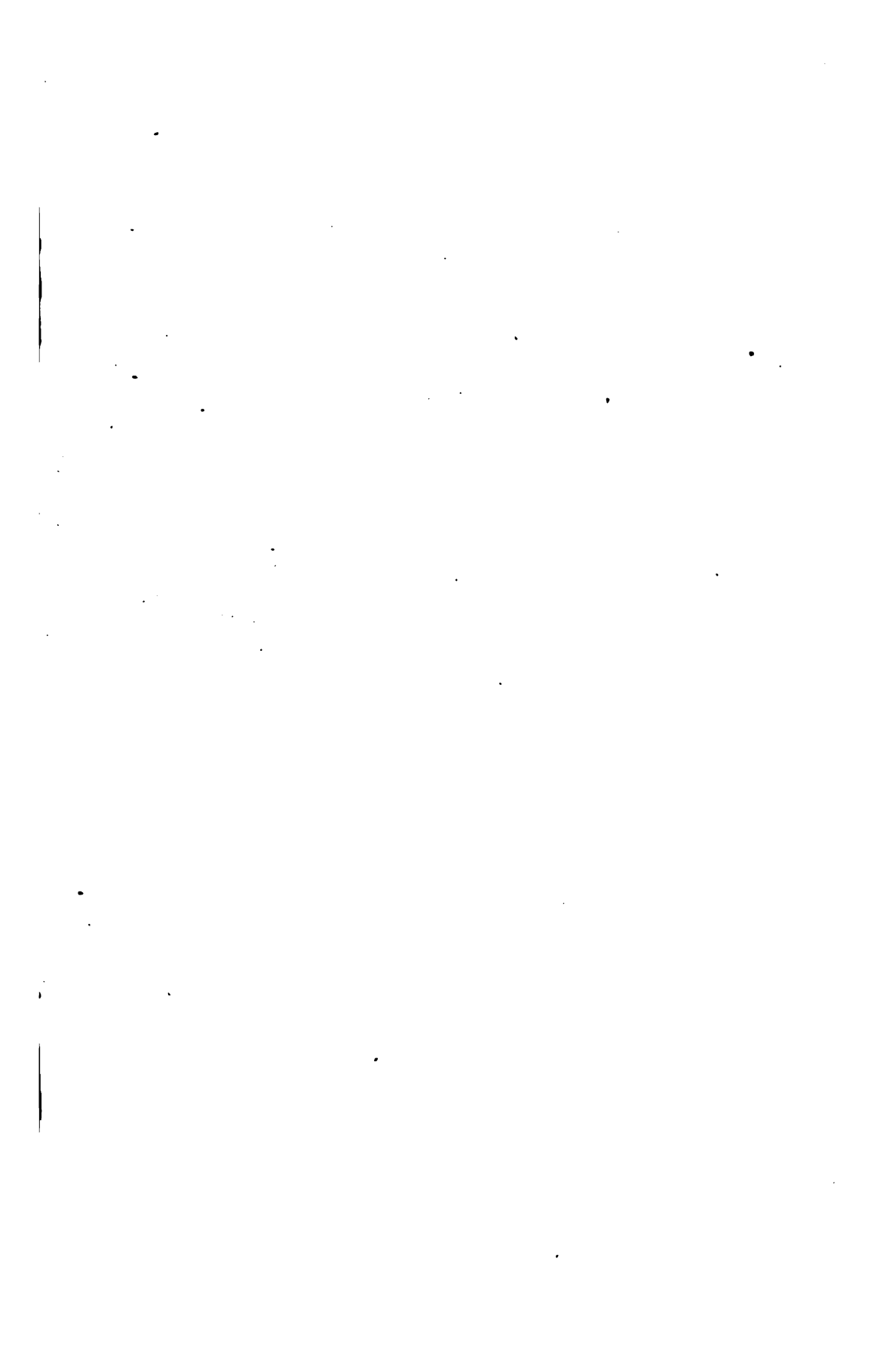
**Mr. HUSBAND.** Can I make this statement? We feel that a provision for an intermediate sack of 150 pounds is important, and it will be very important to the miller if provision is made in that clause 3, covering a number of legitimate reasons why flour packed for export should be allowed to be sold in this country. I was going to say that if your committee is not convinced of the necessity for that and will advise before you decide finally, I can present a very great number of millers here from various parts of the country, engaged in that particular trade, who can give you specific instances of why that provision should be made.

(The letter referred to by the chairman was written by Allen Taylor, of Bladensburg, Knox County, Ohio, under date of April 9, 1918, and is as follows:)

This entire community is very anxious for the farmer to get justice from the miller. While the miller is entitled to one-eighth to one-tenth for grinding, he is not content with that and entirely ignores the law. To illustrate: You take a bushel of corn to the mill and get about 23 pounds of corn meal. Take a bushel of wheat and you get 35 pounds of flour. Now, is there any justice in this to the farmer? Can you do anything for us? As this is an era of law making, try and do something for the farmer.

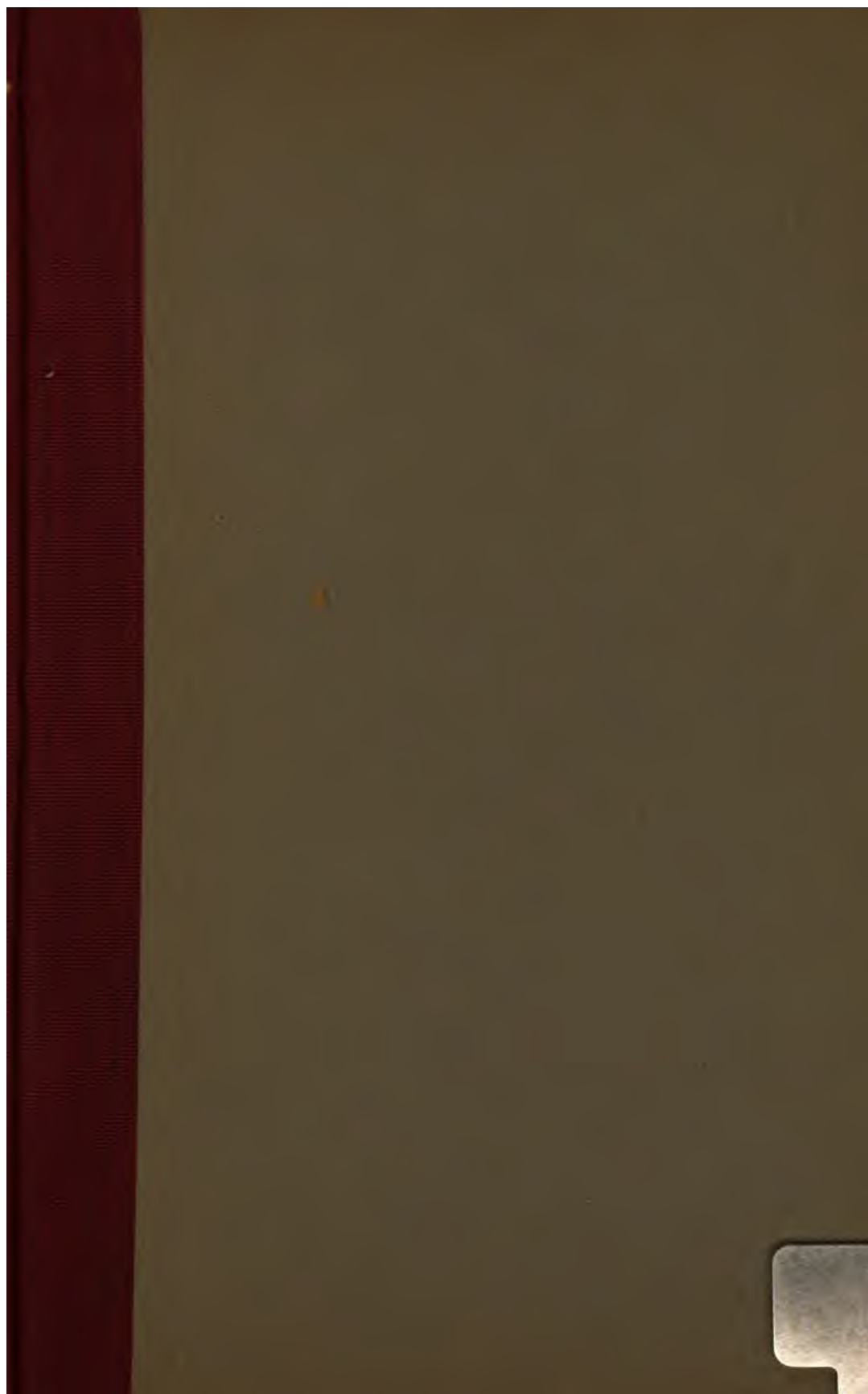
(Whereupon the committee adjourned.)





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